

REMARKS

Claims 1-15 and 17-22, 24, and 25 were pending in the current application. Applicant has amended claims 1, 22 and 24. No new matter has been added. Reexamination and reconsideration of all pending claims are respectfully requested.

Claim 16

Applicant had previously canceled claim 16 and added claim 25, which is identical to claim 16. Applicant believes cancellation of claim 16 was an oversight. Applicant has reinstated claim 16 in its previously presented form and is amenable to canceling claim 25 if claims 16 and 25 are duplicates of one another.

35 U.S.C. § 103

The Office Action rejected claim 1 under 35 U.S.C. §103 based on Triola, U.S. Patent Publication 2001/0047328 (“Triola”) in view of Cooper et al., U.S. Patent Publication 2002/0029350 (“Cooper”), and claims 2-15, 17-22, and 24-25 under 35 U.S.C. §103 based on Triola in view of Cooper and in further view of Mini et al., U.S. Patent 6,684,196 (“Mini”).

Triola discloses a method and apparatus for processing escrow transactions using a set of forms. *See, e.g.*, Triola, FIGs. 2-4, illustrating forms used to intake information and provide, for example, a “status on all agent documents.” Triola, FIG. 4. These are static, standardized forms to apprise persons having an interest of the current status of an escrow, without the use of any videoconferencing as claimed and *without software comprising code for running customized escrow applications customized for the first location and based on input from at least one of an escrow agent, a customer, a broker, and another third party* as claimed.

Triola completely lacks the concept of videoconferencing and the ability to video conference potential buyers and sellers with independent escrow agents, and the Office Action relies on the Cooper reference for this aspect, where the Cooper reference fails to

mention escrow or any related concept. Differentiation from the combination of Triola and Cooper can be found in the amendments made to claims 1, 22, and 24, which specifically recite, for example, “first software configured to facilitate the escrow arrangement, the first software comprising code for running customized escrow applications customized for the first location and based on input from at least one of an escrow agent, a customer, a broker, and another third party” (claim 1, with similar amendment to claims 22 and 24).

With the Triola “form based” escrow, no customized escrow applications are provided that are customized for the first location/entity. The mere naming of the escrow company on a form is not an “application” as that term is understood to one skilled in the art. Further, no applications customized based on input from at least one of an escrow agent, a customer, a broker, and another third party is provided in Triola. Again, customer input to forms differs from customer input to applications, as the term “application” is understood to one skilled in the art.

As a result, Triola does not show the limitations included in amended claims 1, 22, and/or 24, and the combination of Triola and Cooper also does not show the invention claimed in claims 1, 22 and 24.

The Office Action also cites the Mini reference, where Mini discloses a system for facilitating a sale of real property “between a buyer and a seller.” Mini, Abstract. Services provided to the buyer and seller include choosing an agent (step 206, FIG. 2), finding a home (step 214), establishing a contract (step 220), and negotiating a closing (step 222). Mini fails to disclose or suggest anything about software configured to facilitate the escrow arrangement, the first software comprising code for running customized escrow applications customized for the first location and based on input from at least one of an escrow agent, a customer, a broker, and another third party. Mini discloses a “getting to know” meeting which differs from the foregoing claim language. The Mini “get to know each other” design fails to perform in the manner claimed, fails to discuss escrow in an significant regard, and Applicant further notes that Triola, Mini, and

Cooper, alone or in combination, fail to provide a first camera configured to be operated with the first software to facilitate an online videoconference meeting regarding an existing escrow as claimed.

Applicant also disputes the combination of Triola with Mini and Cooper in the manner suggested. The Office Action is using improper hindsight in combining these references. There has been no reasoning presented, with specific factual underpinnings, justifying the combination of Mini and Cooper with Triola, in violation of the KSR requirements for combining references. For this further reason, claims 1-15, 17-22, 24, and 25, as amended, are allowable.

Accordingly, it is respectfully submitted that all pending claims, as amended, fully comply with 35 U.S.C. § 103.

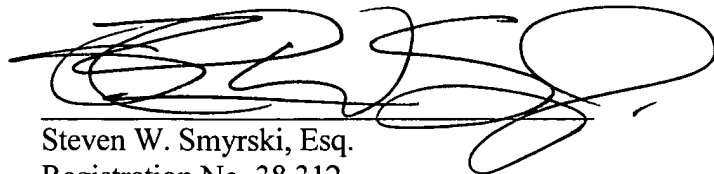
CONCLUSION

In view of the foregoing, it is respectfully submitted that all claims of the present application are in condition for allowance. Reexamination and reconsideration of all of the claims are respectfully requested and allowance of all the claims at an early date is solicited.

It is believed that all of the pending claims have been addressed. However, the absence of a reply to a specific rejection, issue or comment does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above may not be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

Applicant believes that no fees are due in accordance with this Response beyond those included herewith. Should any fees be due, the Commissioner is hereby authorized to charge any deficiencies or credit any overpayment to Deposit Account 502026.

Respectfully submitted,



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